

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 22-02687-DSF (JEMx)	Date	February 9, 2023
Title	Coastal Corporation Ltd. v. Harvest King Trading USA, Limited, et al.		

Present: The Honorable	JOHN E. MCDERMOTT, UNITED STATES MAGISTRATE JUDGE
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S. Lorenzo

Deputy Clerk

Court Reporter / Recorder

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

None

Proceedings: **ORDER RE PLAINTIFF'S APPLICATION FOR RIGHT TO ATTACH
ORDER AND WRIT OF ATTACHMENT (Dkt. No. 21)**

On January 3, 2023, Plaintiff Coastal Corporation Ltd. ("Plaintiff" or "Coastal") filed an Application for a Right to Attach Order and Writ of Attachment ("Application") against Defendant Harvest King Trading USA, Limited ("Harvest") in the principal amount of the \$126,000 plus \$15,706.50 in interest for a total amount of \$141,706.60. (Dkt. 21.) Harvest filed an Opposition on January 23, 2023. (Dkt.23.) Coastal filed a Reply on January 27, 2023. (Dkt. 27.) The Court held a hearing on January 31, 2023 and the matter was taken under submission. (Dkt. 28.)

Coastal's Application is DENIED without prejudice. It is undisputed that when Harvest would not pay for a cargo of shrimp before it was released to Harvest pursuant to the shipping contract (Dkt. 1), Coastal sold the cargo to third party Seafood Doctor for \$126,000. As Coastal did not suffer any damages, an element of its breach contract cause of action, it cannot demonstrate the probable validity of its claim against Harvest necessary to support the Application under Code of Civil Procedure § 484.490; see also Loeb & Loeb v. Beverly Glen Music, Inc., 166 Cal. App. 3d, 1110, 1116 (1985),

Seafood Doctor, however, never received the cargo because Harvest obtained it first and refused to return the cargo to Seafood or pay Seafood. (Dkt. 23 at 5:16-17.) Seafood Doctor also demanded that Coastal return the purchase price of \$126,000 but Coastal refused. (Dkt. 23 at 5:13-14.) Coastal appears to acknowledge that it has an obligation to repay Seafood Doctor. (Dkt. 27 at 2:1-2.) Should Coastal pay Seafood Doctor, it may file a new application against Harvest.

Initials of Preparer

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